

**AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
SYMETRA LIFE INSURANCE COMPANY
FOR
LIFE INSURANCE WITH ACCIDENTAL DEATH AND
DISMEMBERMENT (AD&D)**

RFP 13-0024B

THIS AGREEMENT, made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Client" or the "County", and Symetra Life Insurance Company, a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as the "Agent".

WITNESSETH:

WHEREAS, the Client desires to engage the services of Agent to provide Group Term Life insurance and Accidental Death and Dismemberment (AD&D);

WHEREAS, Agent is qualified and desires to provide the aforementioned services on behalf of the Client in accordance with this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **TERM.** This Agreement shall be effective **October 1, 2013** and shall continue through **September 30, 2016**, unless terminated as set forth herein. This Agreement may be renewed for up to two (2) successive one-year renewals. Notwithstanding the foregoing sentence, the terms and conditions set forth in Agent's Plan Summary/Policy, or in any endorsement thereto, shall control with respect to the term of the Agent's Plan Summary/Policy.

3. **SCOPE OF SERVICES.** On the terms and conditions set forth in this Agreement, the Client hereby engages the Agent to perform the services set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"), and more specifically described in the Agent's Plan Summary/Policy, attached hereto and incorporated herein by reference as **Exhibit B**. The Agent shall provide the Services at the Rates identified in **Exhibit C**, attached hereto and incorporated herein by reference. The Agent shall additionally also comply with the following:

- Require no minimum participation for voluntary (employee paid) products.
- Offer an open enrollment for benefits effective October 1, 2013 that allows

employees Life/AD&D coverage up to the guarantee issue maximums and without Evidence of Insurability requirements proposed.

- Cover current employees and dependents and shall agree to cover all actively at work employees and dependents on a "no loss, no gain" basis.
- Maintain current rates for a minimum period of three (3) years.

4. **AGENT FEES.** Agent agrees to provide group life and accidental death and dismemberment insurance in accordance with this Agreement to individual employees at the rates detailed in **Exhibit C**. The rates agreed to herein shall include all expenses. The Client shall not be responsible for any cost or fee other than those set forth herein. The monthly fees for coverages shall be paid by the individual employees. Notwithstanding any provision to the contrary in this Section 4, the terms and conditions set forth in Agent's Plan Summary/Policy, or in any endorsement thereto, shall control with respect to the payment of premiums under the Agent's Plan Summary/Policy.

5. **AGENT'S OBLIGATIONS.**

A. **Furnishing of Materials and Labor.** The Agent shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform the Scope of Services, including covering all costs of producing, printing, and mailing/distributing marketing and administrative supplies including Certificates and Policies to covered individuals. Agent shall additionally dedicate a main contact person and provide a representative to attend up to six (6) Client committee and/or employee meetings annually, as requested by the Client.

B. **Standard of Care.** The Agent shall furnish, provide or fulfill its obligations under this Agreement in a professional manner to the reasonable satisfaction of the duly authorized representatives of the Client, who shall have, at all times, full opportunity to monitor the services performed under this Agreement. At all times during the term of this Agreement, the Agent shall maintain an AM Best Rating of "A" or higher. A rating of "A-" or lower will not be acceptable.

C. **Indemnification.** The Agent understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Agent agrees that it will indemnify, defend and hold harmless the Client as well as the Client's commissioners, officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) to the extent arising out of or caused by the Agent's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto, except to the extent that such acts or omissions were taken jointly with or at the direction of the Client.

D. **Additional Information.** The Agent, at the request of the Client, shall further provide to the Client such other information as the Client may reasonably request from time to time. Further, the Agent shall provide the Client with reports concerning claims status, eligibility status, and similar claims reports within three (3) business days.

E. **E-verify.** Agent acknowledges and agrees Agent shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the Agent during the term of this Agreement to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the Agent to perform work pursuant to the contract.

F. **Key Contractor Personnel.** The Agent represents in executing this Agreement that each person listed or referenced in the Agent's proposal submitted in response to RFP 13-0024B is available to perform the services described for the Client, barring illness, accident, or other unforeseeable events of a similar nature in which case the Agent shall promptly provide a qualified replacement. In the event the Agent desires to substitute personnel, the Agent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the Client. In the event the requested substitute is not satisfactory to the Client and the matter cannot be resolved to the satisfaction of the Client, the Client reserves the right to terminate this Agreement for cause.

6. **Insurance.** Agent shall provide general liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including non-owned autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, Agent must provide a notarized statement that if an injury occurs they will not hold the Client responsible for any payment or compensation.

Employer's Liability insurance with the following minimum limits and coverages:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the Client of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800
TAVARES, FL 32778-7800

Agent shall be responsible for subcontractors, if any, and their insurance. All deductibles or self-insured retention shall appear on the certificate(s).

All insurance companies must be authorized to transact business in the State of Florida.

The Client shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Agent.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the Client of any insurance supplied by Agent, nor a failure to disapprove that insurance, shall relieve Agent of full responsibility of liability, damages, and accidents as set forth herein.

If it is not possible for the Agent to certify compliance, on the certificate of insurance, with all of the above requirements, then the Agent is required to provide a copy of the actual

policy endorsement(s) providing the required coverage and notification provisions.

7. **DEFAULT.** The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of twenty (20) business days to correct the default. The County Manager or designee shall be authorized to provide the written notice described herein on behalf of the Client. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice. Notwithstanding any provision to the contrary in this Section 7, the terms and conditions set forth in Agent's Plan Summary/Policy, or in any endorsement thereto, shall control with respect to the termination of the Agent's Plan Summary/Policy.

8. **TERMINATION.**

A. This Agreement may be terminated by the Client for convenience upon thirty (30) calendar days advance written notice to the other party; but if any work or service or task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the Client until said work or Service(s) or task(s) is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of Client with the required thirty (30) day advance written notice, Client shall reimburse Agent for actual work satisfactorily completed.

B. The Client reserves the right to terminate this Agreement, in part or in whole, or place the Agent on probation in the event the Agent fails to perform in accordance with the terms and conditions stated herein. The Client further reserves the right to suspend or debar the Agent in accordance with the appropriate County ordinances, resolutions or other administrative orders. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. If either party files a petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, has a receiver appointed for its benefit, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, the other party may immediately terminate this Agreement

D. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be cancelled and the Agent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement. The Agent shall be given ten (10) business days notice of cancellation due to unavailability of funds.

E. Notwithstanding any provision to the contrary in this Section 8, the terms and conditions set forth in Agent's Plan Summary/Policy, or in any endorsement thereto, shall

Summary/Policy, constitutes the entire understanding of the parties with respect to provision of services. It may not be modified nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

15. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries of this Agreement, either intended or implied.

16. **RIGHT TO AUDIT.** The County reserves the right to require Agent to submit to an audit by any auditor of the County's choosing. Agent shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Agent shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement. Agent agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Agent to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the County's audit findings to the Contractor.

17. **PUBLIC ENTITY CRIMES.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Agent certifies that it is not now on the convicted vendor list, and acknowledges that if Agent is later placed on such list, the Client shall have the option to terminate this Agreement.

18. **EXHIBITS.** This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Plan Summary/ Policy
Exhibit C	Rates

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 4th day of June, 2013 and by Agent through its duly authorized representative.

AGENT

Symetra Life Insurance Company

Donald F. Campbell

Print Name: Donald F. Campbell

Title: AVP, Director of Life and Disability

This 16 day of May, 2013

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

Neil Kelly
Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Leslie Campione
Leslie Campione
Chairman

This 5th day of June, 2013

Approved as to form and legality:

Sanford A. Minkoff
Sanford A.
Minkoff County
Attorney

EXHIBIT A: SCOPE OF SERVICES

Section 2.1 General Information and Requirements

The Client is requesting proposals for Group Term Life and AD&D insurance. The Client currently self-administers the plan (maintains employee records and self bills). At a minimum, proposers must match the current certificates and amendments for the products specified. Any deviations from the current coverage levels or provisions must be clearly disclosed.

The Client participates in the Florida Retirement System (FRS). Employee eligibility is based on thirty (30) hours of work per week.

Relationship of County Agencies

The following table lists the participating agencies under the Lake County Government contract:

Agency Name	Agency Name
Board of County Commissioners	Clerk of Courts
Lake Emergency Medical Services (EMS)	Tax Collectors Office

Section 2.2 The Client is seeking the following services:

1. The term of the initial contract shall be October 1, 2013 through September 30, 2016. The Client shall have the option to extend the agreement for no more than two (2) additional one (1) year terms with mutual agreement of both parties.
2. The Agent will have an AM Best Rating of "A" or higher. A rating of "A-" or lower will not meet the Client's qualifications.
3. The Agent shall have at least five (5) years experience offering Life and AD&D products.
4. The Agent shall provide references for five (5) current public sector groups.
5. The Agent shall be licensed to transact the appropriate insurance products for at least five (5) years in the State of Florida.
6. The Agent shall be compliant with all State and Federal requirements.
7. The Agent shall dedicate personnel to be the main contact for managing account relationships.
8. The Agent shall provide a representative to attend up to six (6) Client committee and employee meetings, annually, as requested.
9. The Agent shall incur all costs of producing, printing and mailing/distributing marketing

and administrative supplies including Certificates and Policies to covered individuals.

10. The Agent shall provide the Client with reports concerning claims status, eligibility status, and similar claims reports within three (3) business days.
11. The Agent agrees that the Client will have no minimum participation requirements for voluntary (employee paid) products.
12. The Agent agrees to offer an open enrollment for benefits effective October 1, 2013 that allows employees Life and AD&D coverage up to the guarantee issue maximums and without Evidence of Insurability requirements proposed.
13. The Agent agrees to cover current employees and dependents and agrees to cover all actively at work employees and dependents on a "no loss, no gain" basis.
14. The Agent agrees to guarantee proposed rates for a minimum of three (3) years.

Section 2.3 Benefits Covered by this Agreement

Section 2.3.1 Group Term and AD&D

- Basic Life (Employer paid)
- Paid by the Client for all full-time, permanent employees.
- Cancels at retirement.
- Benefit (Guaranteed Issue) is one (1) times Basic Annual Earnings as of October 1st of each year; rounded to the next higher \$1,000 if not already a multiple of \$1,000. Does not include commissions, bonuses, overtime pay or any other extra compensation. Insurance increases or decreases as a result of a change in salary or class will take effect on the October 1st following the date of change if Actively at Work. For new hires the amount is based on the Basic Annual Earnings as of the date of hire.
- Maximum Benefit is \$200,000.
- The amount of Life and AD&D insurance reduces to 65% at age 65-69, with a further reduction to 50% at age 70 and over.
- Waiver of Premium is included.
- Conversion Privilege is included.
- Accelerated Death Benefit included.

Section 2.3.2 Optional Employee and Dependent Life (Employee Paid)

- 100% employee paid
- AD&D available for employee, spouse and children
- Optional Employee Plan Maximum is Lesser of 5xs annual earnings or \$300,000.
- Guaranteed Issue \$100,000.
- Accelerated Death Benefit included.
- Survivor financial counseling included.
- Waiver of Premium included.

- Spouse coverage available in \$5,000 increments.
- Optional Spouse Plan Maximum is lesser of \$150,000 or 50% of the employee's elected basic and supplemental insurance combined.
- Guaranteed Issue for spouse coverage is \$25,000.
- Child (ren) coverage available at \$2,500, \$5,000, \$7,500 or \$10,000 not to exceed 50% of employee basic and voluntary coverage.

Section 2.3.3 AD&D

- AD&D is an amount equal to the amount of Basic Life Insurance in force.
- Premium amount equal to Basic Life is Employer Paid.
- Premium amount equal to the Voluntary Employee or Spouse Term Life is Employee Paid.

EXHIBIT B: PLAN SUMMARY/POLICY
(See attached CD)

EXHIBIT C: RATES

1. Policy Holder: Lake County Board of County Commissioners
2. Policy Number(s): 13-0024B
3. Insurance Product(s): Basic Term Life and Accident Death & Dismemberment (AD&D), Supplemental Term Life and AD&D, Dependent Term Life and AD&D
4. The insurance rates included in this rate confirmation are net of commissions.
5. Rate Guarantee Period: October 1, 2013 through September 30, 2016

Basic Life \$0.070

Basic AD&D \$0.025

Supplement Life	<u>Age</u>	<u>Rate</u>
	Under 25	\$0.055
	25-29	\$0.060
	30-34	\$0.080
	35-39	\$0.090
	40-44	\$0.120
	45-49	\$0.180
	50-54	\$0.300
	55-59	\$0.530
	60-64	\$0.710
	65-69	\$1.270
	70-74	\$2.060
	75 & Over	\$3.290

Spouse Life	<u>Age</u>	<u>Rate</u>
	Under 25	\$0.050
	25-29	\$0.060
	30-34	\$0.070
	35-39	\$0.090
	40-44	\$0.110
	45-49	\$0.160
	50-54	\$0.270
	55-59	\$0.430
	60-64	\$0.750
	65-69	\$1.240
	70-74	\$1.240

75 & Over \$1.240

Child \$0.120

Supplemental AD&D

Employee	\$0.045
Spouse	\$0.025
Child	\$0.045